

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

CENTRAL CONSTRUCTION MANAGEMENT LLC, Plaintiff, v. HISCOX INSURANCE COMPANY INC., Defendant.	Case No. [State Court Index No. 719210/2023]
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DEFENDANT HISCOX INSURANCE COMPANY’S NOTICE OF REMOVAL

PLEASE TAKE NOTICE that Defendant Hiscox Insurance Company Inc. (“Hiscox” or “Defendant”) hereby removes Index No. 719210/2023 from the Supreme Court of New York, Queens County, to the United States District Court for the Eastern District of New York. The grounds for removal are as follows:

NOTICE OF REMOVAL

1. On September 15, 2023, the action styled *Central Construction Management LLC v. Hiscox Ins. Co. Inc.*, Index No. 719210/2023, was filed in the Supreme Court of New York, Queens County, alleging that Hiscox owes defense and indemnity coverage to Plaintiff Central Construction Management LLC (“Central Construction”) and Castle Village Owners Corp. (“Castle”) as additional insureds under an insurance policy issued to non-party Defalco Construction, Inc. The coverage sought is for a personal injury lawsuit, captioned *Estevez v. Castle Village Owners Corp., et al.*, Index No. 156207/2019, Supreme Court of New York, New York County (the “Underlying Action”). As a result of such allegations, Central Construction seeks breach of contract damages and a declaration of coverage on its own behalf and on behalf of Castle. True and correct copies of the Summons and Complaint are attached as **Exhibit A**.

2. This action is properly removed to the United States District Court for the Eastern District of New York because this matter was filed in the Supreme Court of New York, Queens County, which lies within this District. *See* 28 U.S.C. § 112(c).

3. This Court has original jurisdiction of this action because it is an action between citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, under 28 U.S.C. § 1332. Thus, removal is proper under 28 U.S.C. §§ 1441(a), (b) and 28 U.S.C. § 1446.

4. This Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b), as it has been filed within thirty (30) days of Hiscox's receipt of the Summons and Complaint. A true and correct copy of the Acknowledgement of Service of the Summons and Complaint, dated November 2, 2023, is attached hereto as **Exhibit B**. A copy of the docket of the state court action and all other process, pleadings, and orders not otherwise attached as separate exhibits are attached hereto as **Exhibit C**.

PARTIES

5. Central Construction is a New York limited liability company with its principal place of business in New York. (Complaint, ¶ 1). Upon information and belief, Central Construction's members are citizens of New York and not of Illinois.

6. Hiscox is an Illinois corporation with its principal place of business in Illinois. (*See* Declaration of Michael Franklin, ¶ 3, attached hereto as **Exhibit D**).

JURISDICTION

7. This Court has subject matter jurisdiction and removal jurisdiction over this action pursuant to 28 U.S.C. §§ 1332(a)(1) and 1441(b), since this is a civil action between citizens of different states, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. Thus, removal is proper under 28 U.S.C. §§ 1441(a), (b) and 28 U.S.C. § 1446.

8. The actual amount in controversy exceeds \$75,000, exclusive of interest and costs. Central Construction bring claims for breach of contract and declaratory judgment under an insurance policy for defense and indemnity coverage as to the Underlying Action. (Complaint, ¶¶ 6-33). The relevant insurance policy is Hiscox Pro General Liability Policy No. MPL2266963.18 (the “Policy”), with a per occurrence limit of liability of \$2 million. (Policy, Declarations, attached hereto as **Exhibit E**). The claim for which Central Construction seeks coverage alleges “extensive, serious, grave and permanent injuries[.]” (Underlying Compl., ¶ 36, attached hereto as **Exhibit F**). Central Construction also seeks defense coverage for itself and Castle, which includes attorneys’ fees incurred since the filing of the Underlying Action on June 21, 2019—i.e., over four years ago. (Complaint, ¶¶ 21-24). Given these allegations, Central Construction seeks damages in excess of \$75,000.

9. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), as it has been filed within thirty (30) days of Hiscox’s receipt of the Summons and Complaint on November 2, 2023.

10. In accordance with 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon Hiscox are attached to this Notice.

11. Pursuant to 28 U.S.C. § 1446(d), Hiscox has given written notice of this Notice of Removal to Central Construction, and, after filing this Notice of Removal, shall promptly file a copy of this Notice of Removal with the Clerk of the Supreme Court of New York, Queens County.

For these reasons, Hiscox hereby removes the action now pending in the Supreme Court of New York, Queens County, Index No. 719210/2023.

Respectfully submitted,

/s/ Elan Kandel

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*Attorney for Defendant Hiscox Insurance
Company Inc.*

CERTIFICATE OF SERVICE

This is to certify that on December 1, 2023, a true and correct copy of the foregoing instrument has been delivered by email and regular U.S. mail to the following parties:

James M. Haddad
25-04 40th Ave., Fl. 2
Long Island City, NY 11101
Jim2@jimhaddad.com

/s/ Elan Kandel

Elan Kandel